

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 05-Apr-2005		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: LEVONSON (BUDDY) WHITE LEVONSON.WHITE@NAVY.MIL INDIAN HEAD MD 20640-5035		N00174		7. ADMINISTERED BY (If other than item 6) CODE		See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. N00174-05-R-0019	
				X		9B. DATED (SEE ITEM 11) 08-Mar-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
See attached pages. The closing date is hereby extended to April 18, 2005, 4:00 PM E.S.T.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		05-Apr-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The pricing detail quantity has decreased by 275.00 from 3,175.00 to 2,900.00.

CLIN 0003

The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0003	0003	1.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0003	0003	500.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

CLIN 0004

The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0004	0004	1.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0004	0004	500.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

CLIN 0005

The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0005	0005	1.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0005	0005	500.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

CLIN 0006

The stepladder pricing structure has changed from:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0006	0006	1.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

To:

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
CLIN 0006	0006	500.00	1,000.00	
		1,001.00	2,000.00	
		2,001.00	3,000.00	
		3,001.00	4,000.00	
		4,001.00	5,000.00	

CLIN 0008

The CLIN extended description has changed from MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK. to MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK. "NOTE: THIS CLIN WILL BE EXERCISED CONCURRENTLY WITH A 318AS276-1 MOTOR TUBE OPTION".

CLIN 0009

The CLIN extended description has changed from MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK. to MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK. "NOTE: THIS CLIN WILL BE EXERCISED CONCURRENTLY WITH A 318AS276-1 MOTOR TUBE OPTION".

CLIN 0010

The CLIN extended description has changed from MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK. to MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK. "NOTE: THIS CLIN WILL BE EXERCISED CONCURRENTLY WITH A 318AS276-1 MOTOR TUBE OPTION".

CLIN 0011

The CLIN extended description has changed from MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK. to MK 71 MOD 2 INTEGRAL BULKHEAD MOTOR TUBE IN ACCORDANCE WITH DRAWING 318AS276-2 AND THE STATEMENT OF WORK. "NOTE: THIS CLIN WILL BE EXERCISED CONCURRENTLY WITH A 318AS276-1 MOTOR TUBE OPTION".

(End of Summary of Changes)

The following items are applicable to this modification:**DELIVERY SCHEDULE****REQUIRED DELIVERY SCHEDULE**

CLIN 0001 Within 90 days After Date of Contract Award (FIRST ARTICLE)

Item No. Quantity of Contract 10

CLIN 0002 Within 90 days After Receipt of Order (BASE)

Item No. Quantity of Contract 3,175

1000 UNITS EVERY 30 DAYS UNTIL CLIN COMPLETED

CLIN 0003 Within 90 days After Receipt of Order (OPTION I)

Item No. Step-Ladder Quantity of Contract 1-5000

1000 UNITS EVERY 30 DAYS UNTIL CLIN COMPLETED

CLIN 0004 Within 90 days After Receipt of Order (OPTION II)

Item No. Step-Ladder Quantity of Contract 1-5000

1000 UNITS EVERY 30 DAYS UNTIL CLIN COMPLETED

CLIN 0005 Within 90 days After Receipt of Order (OPTION III)

Item No. Step-Ladder Quantity of Contract 1-5000

1000 UNITS EVERY 30 DAYS UNTIL CLIN COMPLETED

CLIN 0006 Within 90 days After Receipt of Order (OPTION IV)

Item No. Step-Ladder Quantity of Contract 1-5000

1000 UNITS EVERY 30 DAYS UNTIL CLIN COMPLETED

CLIN 0007 Within 90 days After Receipt of Order (BASE)

Item No. Quantity of Contract 50

CLIN 0008 Within 90 days After Receipt of Order (OPTION I)

Item No. Step-Ladder Quantity of Contract 1-200

CLIN 0009 Within 90 days After Receipt of Order (OPTION II)

Item No. Step-Ladder Quantity of Contract 1-200

CLIN 0010 Within 90 days After Receipt of Order (OPTION III)

Item No. Step-Ladder Quantity of Contract 1-200

CLIN 0011 Within 90 days After Receipt of Order (OPTION IV)

Item No. Step-Ladder Quantity of Contract 1-200

(a) The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

CLIN 0001 Within ____ days After Date of Contract Award (FIRST ARTICLE)

Item No. Quantity of Contract 10

CLIN 0002 Within ____ days After Receipt of Order (BASE)

Item No. Quantity of Contract 3,175

1000 UNITS EVERY ____ DAYS UNTIL CLIN COMPLETED

CLIN 0003 Within ____ days After Receipt of Order (OPTION I)

Item No. Step-Ladder Quantity of Contract 1-5000

1000 UNITS EVERY ____ DAYS UNTIL CLIN COMPLETED

CLIN 0004 Within ____ days After Receipt of Order (OPTION II)

Item No. Step-Ladder Quantity of Contract 1-5000

1000 UNITS EVERY ____ DAYS UNTIL CLIN COMPLETED

CLIN 0005 Within ____ days After Receipt of Order (OPTION III)

Item No. Step-Ladder Quantity of Contract 1-5000

1000 UNITS EVERY ____ DAYS UNTIL CLIN COMPLETED

CLIN 0006 Within ____ days After Receipt of Order (OPTION IV)

Item No. Step-Ladder Quantity of Contract 1-5000

1000 UNITS EVERY ____ DAYS UNTIL CLIN COMPLETED

CLIN 0007 Within ____ days After Receipt of Order (BASE)

Item No. Quantity of Contract 50

CLIN 0008 Within ____ days After Receipt of Order (OPTION I)

Item No. Step-Ladder Quantity of Contract 1-200

CLIN 0009 Within ____ days After Receipt of Order (OPTION II)

Item No. Step-Ladder Quantity of Contract 1-200

CLIN 0010 Within ____ days After Receipt of Order (OPTION III)

Item No. Step-Ladder Quantity of Contract 1-200

CLIN 0011 Within ____ days After Receipt of Order (OPTION IV)

Item No. Step-Ladder Quantity of Contract 1-200

(b) Attention is directed to the Contract Award provision of the solicitation that provided that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

SOW

STATEMENT OF WORK section 3.2.1 Material is CHANGED to READ:

3.2.1 Material

The material used in the manufacture of the motor tubes shall conform to the requirements per Note 2 of Drawing 318AS276, page 1 of 4. The aluminum alloy shall meet the requirements of AMS-QQA-200/11, "Aluminum Alloy 7075, Bar, Rod, Shapes, Tube, and Wire, Extruded", with the following mechanical property exceptions for the delivered motor tube: Minimum Tensile Strength – 80 KSI, Minimum Yield Strength at 0.2% Offset – 70 KSI, Minimum Elongation in 2 Inches – 11%, and Brinell Hardness Test (Utilizing a 500 kg load and 10 mm ball) – 150 nominal (or a Rockwell "B" hardness of 88 nominal). Motor tube serial numbers shall be traceable to the material (aluminum) lot they were manufactured from. Please note, it is up to the offeror's discretion as to whether the ultrasonic inspection of the "as supplied" 7075 aluminum is performed or not.

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)